

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In Re: John D. Mitzel,	:	Bankruptcy Case No.: 23-21479-CMB
	:	
	:	Chapter 13
Debtor.	:	
	:	
John D. Mitzel,	:	Document No.:
	:	
	:	Related to Document No.:
Movants,	:	
	:	
v.	:	
	:	Hearing Date and Time:
Discover Bank, First National Bank,	:	
Of Omaha, KeyBank, N.A., LVNV,	:	
Funding, LLC, PNC Bank, N.A.,	:	
Bank of America, N.A., PNC Bank,	:	
N.A.,	:	
	:	
	:	
Ronda J. Winnecour, Trustee	:	
	:	
Respondents.	:	

**ORDER CONFIRMING CHAPTER 13 SALE OF  
PROPERTY FREE AND DIVESTED OF LIENS**

**AND NOW**, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, on consideration of the *Debtor's Motion to Sell Real Estate Known as 609 Marshall Avenue Free and Clear of Third Party Interests, Liens, Claims, Charges and/or Encumbrances in Accordance With 11 U.S.C. § 363*, for a gross sales price of \$118,000.00, after hearing held by ZOOM, this date, the Court finds:

(1) That service of the *Notice of Hearing* and *Order* setting hearing on said *Motion* for private sale of real property free and divested of liens of the above-named Respondents, was effected on the following secured creditors whose liens are recited in said *Motion* for private sale, viz:

**DATE OF SERVICE**

**NAME OF LIENOR AND SECURITY**

November 13, 2023

**PNC Bank, N.A.**  
3232 Newmark Drive  
Miamisburg, OH 45342

(2) That sufficient general notice of said hearing and sale, together with the confirmation hearing thereon, was given to the creditors and parties in interest by the moving party as shown by the certificate of serviced duly filed and that the named parties were duly served with the Motion.

(3) That said sale hearing was duly advertised on the Court's EASI website pursuant to *W.P.A LBR 6004-1(c)(2)* on November 13, 2023, in the *Pittsburgh Post-Gazette* on November 16, 2023 and in the *Pittsburgh Legal Journal* on November 17, 2023, as shown by the Proof of Publications duly filed at docket no. 42 on November 27, 2023.

(4) That at the sale hearing the highest/best offer received was that of the above Purchaser(s) and no objections to the sale were made which would result in cancellation of said sale.

(5) That the price of \$118,000.00 offered by Kendall Pelling was a full and fair price for the property in question.

(6) That the Purchaser(s) has acted in good faith with respect to the within sale in accordance with *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F2d. 143 (3d Cir. 1986).

***NOW THEREFORE***, it is hereby ***ORDERED, ADJUDGED AND DECREED*** that the sale of the real property described as 609 Marshall Avenue is hereby ***CONFIRMED*** to *Kendall Pelling* for \$118,000.00, free and divested of the above recited liens and claims, and, that the Movant is authorized to make, execute and deliver to the Purchaser(s) above named the necessary deed and/or other documents required to transfer title to the property purchased upon compliance with the terms of sale;

It is ***FURTHER ORDERED***, that the above recited liens and claims, be, and they hereby are, transferred to the proceeds of sale, if and to the extent they may be determined to be valid liens against the sold property, that the within decreed sale shall be free, clear and divested of said liens and claims;

It is ***FURTHER ORDERED***, that the following expenses/costs shall immediately be paid at the time of closing. *Failure of the Closing Agent to timely make and forward the disbursements required by this Order will subject the closing agent to monetary sanctions*, including among other things, a fine or the imposition of damages, after notice and hearing, for failure to comply with the above terms of this Order. Except as to the distribution

specifically authorized herein, all remaining funds are to be released to the Debtors at closing.

- (1) Payoff of First Mortgage to PNC Bank, N.A.: \$22,775.96 in accordance with stipulation Order docketed at number 44.
- (2) Thompson Law Group Costs: \$449.00
- (3) Thompson Law Group Fees: \$1,150.00

It is **FURTHER ORDERED** that:

- (1) ***Within seven (7) days of the date of this Order***, the Movant shall serve a copy of the within *Order* on each Respondent (i.e., each party against whom relief is sought) and its attorney of record, if any, upon any attorney or party who answered the motion or appeared at the hearing, the attorney for the debtor, the Closing Agent, the Purchaser, and the attorney for the Purchaser, if any, and file a Certificate of Service.
- (2) ***Closing shall occur within thirty (30) days of this Order.***
- (3) ***Within seven (7) days following closing***, the Movant shall file a ***Report of Sale*** which shall include a copy of the HUD-1 or other Settlement Statement; and,
- (4) This *Sale Confirmation Order* survives any dismissal or conversion of the within case.

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Carlota Böhm, Judge  
United States Bankruptcy Court